

CIVIL AVIATION MISSION

Exchange of notes at Santiago July 20 and August 17, 1948

Department of State files

The American Ambassador to the Minister of Foreign Affairs

AMERICAN EMBASSY
Santiago, Chile, July 20, 1948

No. 129

EXCELLENCY:

I have the honor to refer to Your Excellency's Note Verbale No. 014529 of November 8, 1947 regarding the visit to Chile of officials of the United States Civil Aeronautics Administration. In that note Your Excellency stated that it would be very useful to the Dirección General de Aeronáutica if it were possible for the Government of the United States to make available to the Government of Chile one or more technical experts of the Civil Aeronautics Administration for the purpose of advising the Government of Chile in certain technical fields of civil aviation. In accordance with further conversations on this subject, this note represents a redraft of my Note No. 252 of November 12, 1947 and should be substituted therefor.

The Government of the United States is in a position to offer to the Government of Chile a technical assistance mission in the field of civil aviation under the following terms:

Subject to the availability of suitable technicians and appropriated funds for the purpose and in accordance with the following conditions, the Government of the United States of America agrees to make available to the Government of Chile the services of technicians in the field of civil aviation as requested by the Government of Chile:

1. The duration of the assignment of each technician shall be determined in accordance with the requirements in connection with the duties contemplated, except that, when legally and administratively possible, the assignments may be of indefinite duration subject to joint periodic review.
2. The Government of the United States of America agrees to give the fullest consideration to any request of the Government of Chile for an increase or decrease in the number of technicians originally furnished, or for the assignment of technicians in different fields of civil aviation.

3. The Government of the United States of America shall designate, subject to the approval of the Chilean Government, a Chief of Mission authorized to deal with the Government of Chile. All other members of the mission shall be selected in the same manner and shall be responsible to the Chief of Mission. All members shall serve as advisors to the Government of Chile in their respective fields but may volunteer opinions on related civil aviation matters when deemed advisable.

4. Mission members, during the period the Mission is in operation and thereafter, undertake not to divulge or reveal in any form to any third Government or person confidential or secret matters of which they may become cognizant in the exercise of their duties.

5. Compensation of Mission members, who are officers of the United States Government, shall not be subject to any tax now or hereafter in effect of the Government of Chile, or any of its political or administrative subdivisions. Should there, however, at present or while this agreement is in effect, be any taxes that might affect this compensation, such taxes shall not be levied against members of the Mission or against the Government of the United States, in order to comply with the provisions of this paragraph.

6. The Government of the United States of America shall pay the salary, allowances, travel expenses to and from Chile, and any additional compensation of the technicians, subject to partial reimbursement by the Government of Chile in an amount and form acceptable to both Governments.

7. The Government of Chile will pay the Government of the United States the amount of 130,000 pesos (moneda legal) per annum in connection with the assignment of each technician. The Government of Chile agrees to pay this amount in semiannual installments in advance, beginning with the date of assignment of each technician. In any event, the method of payment may be changed by subsequent agreement between the parties.

8. Custom duties, if there should be any, for supplies, materials and effects for the professional and personal use of the technicians and their families, shall not be levied against the officials or against the Government of the United States.¹

9. The Government of Chile shall provide the technicians with means of transportation within Chile, outside of the headquarters location, incurred in the conduct of their duties and pay the cost thereof, as well as the cost of acquisition of materials, equipment and facilities necessary to the conduct of the Mission.

10. The Government of Chile shall provide the technicians with suitably equipped offices and adequate bilingual stenographic personnel and other employees, and bear the cost thereof.

¹ See Chilean note for variations in paras. 8 and 14 and addition of para. 15. These variations were accepted orally on behalf of the United States Government.

11. The Government of Chile shall grant to authorized members of the Mission, approval to make flights in Chile in aircraft of United States or Chilean registry as deemed necessary in the performance of their duties.

12. The Government of Chile shall permit the transportation of the body of any technician detailed under these conditions who may die in Chile, to a place of burial in the United States of America selected by the surviving members of the family or their legal representatives.

13. The Government of Chile shall insure, by means of an insurance policy deemed adequate by both Governments, members of the Mission against civil liability on account of damages to or loss of property or on account of personal injury or death caused by any member of the Mission while acting within the scope of his duties.

14. The above conditions may be modified in whole or in part by an exchange of notes between the Government of the United States of America and the Government of Chile.²

In the event that the Government of Chile finds the foregoing conditions satisfactory, this note and Your Excellency's reply shall constitute an agreement between our two governments.

I avail myself of this opportunity to extend to Your Excellency renewed assurances of my highest consideration and esteem.

CLAUDE G. BOWERS

His Excellency

GERMÁN RIESCO ERRÁZURIZ

*Minister for Foreign Affairs of Chile
Santiago.*

The Minister of Foreign Affairs to the American Ambassador

[TRANSLATION]

REPUBLIC OF CHILE
MINISTRY OF
FOREIGN RELATIONS

No. 009069

SANTIAGO, August 17, 1948

MR. AMBASSADOR:

I have the honor to refer to Your Excellency's note No. 129 of July 20th of the current year and to the previous conversations between officials of this Department and members of a Special Mission of the Civil Aeronautics Administration of the United States of America and of your Embassy, in connection with the coming to Chile of a delegation of civil aviation specialists.

² See footnote 1, p. 641.

Your Excellency states that the Government of the United States agrees to place at the disposal of the Government of Chile the services of experts in the field of civil aviation, in accordance with the request by the latter [Government], subject to the availability of the appropriate experts and the funds necessary for this purpose, and under the following terms:

“1.—The duration of the assignment of each technician shall be determined in accordance with the requirements in connection with the duties contemplated, except that, when legally and administratively possible, assignments may be of indefinite duration subject to joint periodic review.

“2.—The Government of the United States of America agrees to give the fullest consideration to any requests of the Government of Chile for an increase or decrease in the number of technicians originally furnished, or for the assignment of technicians in different fields of civil aviation.

“3.—The Government of the United States of America shall designate, subject to the approval of the Chilean Government, a Chief of Mission authorized to deal with the Government of Chile. All other members of the Mission shall be responsible to the Chief of Mission. All members shall serve as advisers to the Government of Chile in their respective fields but may volunteer opinions on related civil aviation matters when deemed advisable.

“4.—Mission members, during the period the Mission is in operation and thereafter, undertake not to divulge or reveal in any form to any third Government or person, confidential or secret matters of which they may become cognizant in the exercise of their duties.

“5.—Compensation of Mission members, who are officers of the United States Government, shall not be subject to any tax now or hereafter in effect of the Government of Chile, or any of its political or administrative subdivisions. Should there, however, at present or when this agreement comes into force, be any taxes that might affect this compensation, such taxes shall not be levied against members of the Mission or against the Government of the United States, in order to comply with the provisions of this paragraph.

“6.—The Government of the United States of America shall pay the salary, allowances, travel expenses to and from Chile, and any additional compensation of the technicians, subject to partial reimbursement by the Government of Chile, in an amount and form acceptable to both Governments.

“7.—The Government of Chile will pay the Government of the United States the amount of 130,000.00 pesos, Chilean currency, per annum in connection with the assignment of each technician. The Government of Chile agrees to pay this amount in semiannual installments in advance, beginning with the date of assignment of each technician. In any event,

the method of payment may be changed by subsequent agreement between the parties.

"8.—Custom duties, if there should be any, for supplies, materials and effects for the professional and personal use of the technicians and their families, shall not be levied against the officials or against the Government of the United States. To this end, the officials shall be placed in the category of Embassy Counselors, and consequently, the appropriate part of Item 1901 of the Customs Tariff of Chile shall be applicable to them.³

"9.—The Government of Chile shall provide the technicians with the means of transportation within Chile, outside of the headquarters location, incurred in the conduct of their duties and pay the cost thereof, as well as the cost of acquisition of the materials, equipment and facilities necessary to the conduct of the Mission.

"10.—The Government of Chile shall provide technicians with suitably equipped offices and adequate bilingual stenographic personnel and other employees, and bear the cost thereof.

"11.—The Government of Chile shall grant to authorized members of the Mission, approval to make flights in Chile in aircraft of the United States or of Chilean registry, as deemed necessary in the performance of their duties.

"12.—The Government of Chile shall authorize the transportation of the body of any member of this Mission who may die in Chile to a place of burial in the United States of America selected by the surviving members of his family or their legal representatives.

"13.—The Government of Chile shall insure members of the Mission by means of insurance policies, against civil liability on account of personal injuries, death or loss of property, to themselves or third persons, while acting within the scope of their duties. The amount and the conditions of these policies shall be determined by common accord of the two Governments.

"14.—The above conditions may be modified in whole or in part by exchange of notes between the two Governments, except when they are a matter of Law, in which case the modifications must be in accord with the proper constitutional procedure.³

"15.—The present Agreement shall be ratified by the High Contracting Parties, if necessary according to its legislation."^{3 4}

Communicating to Your Excellency, in the name of my Government, its acceptance of the terms of the above Agreement, I am certain that the work and experience of the officials who will advise the Chilean authorities will

³ See footnote 1, p. 641.

⁴ By a note dated Oct. 17, 1956, the Foreign Minister of Chile informed the Government of the United States that the National Congress had given its approval to the agreement and that the Government of Chile had proceeded to ratify and promulgate it.

be of positive benefit to activities of this nature in Chile, in the development and increase of which my Government has the greatest interest.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

GERMÁN RIESCO

His Excellency

CLAUDE G. BOWERS,

*Ambassador Extraordinary and Plenipotentiary
of the United States of America,
City.*